

AGREEMENT
BETWEEN
CITY OF CARLIN
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
Local 3
July 01, 2013 THROUGH June 30, 2014

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ARTICLE 1

PREAMBLE

- A. This Agreement is entered into between the City of Carlin, Carlin, Nevada, hereinafter referred to as the "City" and the International Union of Operating Engineers, Local 3, AFL-CIO, hereinafter referred to as the "Union".
- B. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as set forth in this Agreement.
- C. It is recognized by both the City and Union and the employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.
- D. All employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

ARTICLE 2

RECOGNITION AND APPLICATION

- A. The City recognizes the Union as the collective bargaining agent for all employees, as defined in paragraph B of this Article 2 - "Recognition and Application", in separate bargaining units defined as the "Public Works Bargaining Unit"; excluding department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, confidential employees, law enforcement employees and fire protection employees.
- B. The Public Works Bargaining Unit consists of all employees, employed in the Public Works Department, including Operators, Laborers, Mechanics, Leadmen, and Clerical. This bargaining unit excludes department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, and confidential employees, employees in the Senior Center bargaining unit, law enforcement employees and fire protection employees.

- C. The term "employees" or "employee" as used in this Agreement refers to full-time bargaining unit employees, excluding department heads, administrative employees, supervisory employees, seasonal employees, temporary employees, confidential employees, law enforcement employees and fire protection employees.

ARTICLE 3

EMPLOYEE RIGHTS

- A. The City and the Union will not interfere with, or discriminate against, any employee because of membership or non-membership in the Union, or because the employee engages in or refrains from engaging in any activity protected by NRS 288.010 et seq.
- B. The Union recognizes its responsibilities as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- C. The provisions of the Agreement shall be applied to all employees in the bargaining unit without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, marital status, race, color, religion, national origin, or disability. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 4

UNION AFFAIRS

- A. An employee may utilize annual leave for Union functions including attendance at conventions, conferences, seminars, or other Union affairs.
- B. The negotiating committee shall not exceed 2 members of the bargaining units unless mutually agreed between the parties. The negotiating committee may utilize either Union Leave as defined in Paragraph C below or annual leave to attend collective bargaining sessions with the City.
- C. Employees who are designated by the Business Representative may use Union Leave for the purposes defined in Paragraphs A & B above.
 - 1. To establish the Union Leave Bank for the uses defined above, a represented employee may contribute his/her accumulated annual leave or compensatory time off to the Union Leave Bank, subject to the following:
 - a. Employees may contribute annual leave/compensatory time off in one (1) hour increment, and

- b. The Union Leave Bank will be contributed to, and drawn from, on an hour for hour basis.

D. Employee Deductions.

1. Upon receipt of a written authorization voluntarily executed by an employee, the City will deduct monthly Union dues from the salary of an employee who so requests, and transmit said monies to the Union. The parties shall agree upon the form of the written authorization.
2. The Union shall indemnify and hold the City harmless against any and all claims, demands, costs (including attorneys' fees), suits, and all forms of liability and damages (including, but not limited to, compensatory, consequential and punitive damages) which arise or may arise out of or by reason of any action taken or not taken by the City pursuant to paragraph 1 above.

ARTICLE 5

MANAGEMENT RIGHTS

- A. The City and the Union agree that the City possesses the sole right to operate the City and all management rights remain vested with the City. In this context, except as specifically surrendered or limited by express provision of this Agreement, all management rights, powers, authority, functions and prerogatives whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the City. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees, subject to the provisions of this Agreement regarding procedures for the layoff and/or reduction in force, provided further any layoff or reduction in force shall not be utilized to discipline an employee; the right to determine, including the right to change, appropriate staffing levels and work performance standards; the right to determine the content of the workday, including without limitation workload factors, except for safety considerations; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to decide to contract or subcontract work performed by bargaining unit employees subject to the Union's right to negotiate with the City the impact or effect of such decision; the right to discipline, suspend, demote and/or terminate employees with just cause; the right to consolidate City functions; the right to determine City functions; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or

changed jobs or job descriptions, subject to the Union's right to negotiate such matters; the right to introduce new or improved procedures, methods, processes or to make technological changes; and the right to establish or change shifts schedules or work, starting and quitting times.

- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to Chapter 288 of the Nevada Revised Statutes, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
- C. The provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this Article and NRS 288.150, recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 6

NO STRIKE

- A. The Union, any labor organization with whom it is affiliated and the employees covered by this Agreement agree that they will not directly or indirectly promote, sponsor, engage in, participate in or against the City, any strike as defined in NRS 288.070. Further, the Union will use its best efforts to require all employees covered by this Agreement to comply with this pledge.

ARTICLE 7

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute between the City and the Union arising over the interpretation or application of a specific aspect of this Agreement or disciplinary action which involves suspension, pay reduction, demotion and/or termination only. Grievances as defined above shall be resolved pursuant to this Article. At any step during the grievance process, the employee shall have the option of having Union representation, or a representative of their choice.
- B. Step 1: If an employee feels he/she has a grievance, he/she shall take up the matter with the immediate supervisor within five (05) working days after the employee becomes aware or

should have become aware of the event-giving rise to the grievance. If the immediate supervisor is unavailable he/she shall take up the matter with the Department Head. The Department Head shall make a reasonable effort to reach an acceptable solution to the problem within five (5) working days after it has been submitted to him/her. The decision shall be in writing.

- C. Step 2: If the grievance is not settled during the informal discussion at step 1, the Union may proceed with the grievance in writing to step 2 within five (5) working days, the Union shall submit the grievance in writing to the City Manager and provide the following information:
 - 1. The employee's name;
 - 2. The employee's position classification;
 - 3. The employee's department;
 - 4. A complete statement of the nature of the grievance citing the specific section of this Agreement, which is the basis for the grievance;
 - 5. A complete outline as to the steps taken by the employee and to whom he/she talked with and the results of the informal discussion.
 - 6. Signature of a Business Representative of the Union;
- D. The City Manager and Business Representative or their designees shall meet in a fair, frank, and open discussion to ascertain the facts and circumstances involved in the dispute, and will make a sincere effort to resolve the grievance. The parties may hold more than one meeting at this step, and the grievant must be present. The parties may have others attend this step that have knowledge to help resolve the grievance.
- E. Step 3: If the grievance is not settled in step 2, the Union may proceed with the grievance in writing to step 3 within five (5) working days. The Union shall notify the City Manager in writing of its desire to submit the grievance to the City Council at the next regularly scheduled Council Meeting. The City Council will hear presentations from the Union and the City Representatives regarding the grievance(s).
- F. Step 4: If a resolution is not reached or agreed upon between the parties in step 3, the Union may proceed with the grievance in writing to step 4 within five (5) working days. The Union shall notify the City Manager in writing of its desire to submit the grievance to arbitration. The arbitrator shall be selected from a panel of seven (7) arbitrators provided by the American Arbitration Association.
- G. The decision of the arbitrator shall be final and binding. The decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
- H. The arbitrator will be without power or authority to make any decision, which requires the

commission of an act, prohibited by law or which is in violation of the terms of this Agreement. Nor will the arbitrator have any power to amend, modify, add or delete provisions of this Agreement.

- I. The fees and expenses of the arbitrator shall be borne equally by the parties. A party requesting the use of a court reporter shall pay all fees and costs associated; however, if the other party requests a copy of the transcript, all such fees and costs shall be shared equally.
- J. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
- K. Any employee formally filing a request to have his/her grievance reviewed, shall not be discriminated or retaliated against or suffer reprisal while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
- L. For purposes of this Article, the term "day" means any day Monday through Friday excluding holidays.
- M. The time limits set forth in this Article shall be strictly construed. If the Union fails to file and/or process the grievance in a timely manner, it shall be conclusively presumed that the grievance is withdrawn with prejudice or satisfied.
- N. If the City fails to respond to the grievance in the time limits established in the preceding sections the matter automatically moves to the next step.

ARTICLE 8

HOURS OF WORK

A. HOURS OF WORK

- 1. Except as stated in Paragraph 2 hereafter, rest periods in accordance with State Law, of 15 minutes shall be taken at or near the middle of every four-hour work period as is operationally practical. Employees shall be at work up until the starting time of the rest period and resume work promptly at the end of the rest period. Rest periods will be taken at the work site.
- 2. A rest break of 15 minutes in accordance with State Law may be taken once every two hours when working overtime hours contiguous with the employee's regular working hours.
- 3. Except as may be changed by the City; all employees shall work a forty (40) hour workweek, exclusive of unpaid lunches. Should the City's operational requirements prevent employees from taking a lunch through the entire shift, such employees shall be

compensated at the appropriate overtime rate, in lieu of the unpaid lunch. Upon mutual consent between the employee and immediate supervisor, employees who are prevented from taking a lunch through the entire shift may be released early, in lieu of receiving additional compensation. For purposes of computing overtime premium, the normal workweek shall start at 00:00:01 hours on Monday and end at 24:00:00 hours on Sunday.

B. OVERTIME

1. Overtime work must be approved by the Department Head in advance.
2. Overtime Compensation.
 - a. Employees in positions designated as “non-exempt” will be eligible for overtime compensation for all hours worked in excess of ten (10) hours in any one (1) work day or hours worked over forty (40) hours in one (1) work week pursuant to NRS 281.100. Consistent with the FLSA (Fair Labor Standards Act) regulations, employees in exempt positions are not eligible for overtime. Time paid but not worked, such as vacation and sick, does not count toward hours worked for the purpose of computing overtime hours.
 - b. Overtime premium pay shall not be pyramided.
3. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:
 - a. In determining an employee's eligibility for overtime, holidays is considered as time worked.
 - b. Employees who earn overtime may, with approval of the Personnel Officer, elect to receive overtime pay or compensatory time off. Requests for compensatory time off in-lieu of overtime must be made in writing and once approved, will be placed in the employee's personnel file. Compensatory time off will also be granted at the rate of 1.5 hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to forty (40) hours. Hours above forty (40) hours will be treated as paid overtime. Compensatory time off is to be taken at the earliest time which is mutually agreeable to the employee and the Department Head. Paid overtime will be in the same paycheck covering the pay period in which the overtime was earned.
 - c. All Department Heads will distribute overtime as equitably as possible among the employees regularly assigned to the type of work required. Employees are expected to work a reasonable amount of overtime and all overtime required during an

emergency as required by the City to carry out its responsibilities. Regular employees working that day and having the requisite skills to perform the functions shall be offered the overtime before offering overtime to temporary/seasonal employees. The City shall have the right to assign overtime to qualified employees.

C. CALL BACK

1. Any work required of an employee on a day when no work was scheduled for him/her, or for which he/she is required to return to his/her place of employment one half (½) hour before or after a scheduled work shift, shall be defined as Call Back and considered to be at least two (2) hours in duration,
2. If the time worked is eligible for overtime compensation as defined in Article 8, (B)(3)(a) of this agreement those qualifying hours will be compensated at 1 ½ times the employee's regular rate of pay. If the hours worked are not eligible for overtime compensation then the hours worked will be compensated at the employee's regular rate of pay.
3. Call Back time will be shown on time sheets as same and listed properly on payroll accounts as an eligible PERS contribution as provided by Nevada Revised Statutes and the Nevada Administrative Code.

D. RECORDS AND ATTENDANCE

1. Each employee shall submit accurate attendance, time and leave records. Failure to submit accurate attendance, time and leave records shall subject employees to disciplinary action.
2. In no instance will the employee's normal commuting time to and from his/her residence to his/her normal place of work be considered as travel time.
3. Employees who will be absent or late shall notify the City by contacting their Department with as much advance notice as possible, but not less than thirty (30) minutes prior to the start of their shift. Employees who arrive after the start of the shift shall be docked pay in quarter hour (15 minutes) increments and shall be subject to disciplinary action.

ARTICLE 9 COMPENSATION

A. The salary for all employees covered by this Agreement shall be as follows:

1. Grade 15 & 18
2. Steps 1 to 25
 - a. See attached Appendix B "City Wage Scale"

- b. Step increases to be based on a satisfactory performance review with a minimum rating of 2.5. Review will be completed within 60 days of the employee's anniversary, or the review will be deemed satisfactory.
 - c. The Human Resources Administrator/Personnel Officer will grant and approve Salary Step Increases for employees with a satisfactory performance evaluation on their anniversary date.
- B. Initial appointment to a position shall be made at a rate of pay that is consistent with existing salaries and responsibilities.
 - 1. Upon the death of any employee presently on the employment records of the City, payment of any salaries due, shall be paid to the employee's beneficiaries or estate. The City Manager, or designee, and/or the City Attorney shall instruct the Finance Department on the disposition of such cases.
- C. When the Carlin City Council gives any employee of the City a COLA that COLA will also apply to all employees of this agreement.
- D. If an employee is required to be on call during the week, an additional \$35.00 shall be paid per day. If an employee is required to be on call during the weekend, an additional \$50.00 shall be paid per day. If an employee is required to return to work after his/her shift or on a day when no work was scheduled, he/she shall be compensated at 1 1/2 times their normal rate of pay. **Call out time shall be offered in a rotational basis by seniority. The employer shall keep a list of employees with the most senior employee at the top of the list and descending to the least senior employee. If an employee accepts call out time his name shall be removed from the list and placed at the bottom of the list and the next senior employee shall be at the top of the list. If an employee is offered call out time and does not accept his name shall be placed at the bottom of the list as if he had accepted the call out. Employee must be qualified to perform the required task or job duty.**

ARTICLE 10

TEMPORARY PAY

- A. An employee who is assigned to act as a temporary supervisor in the absence of the director for one (1) or more employees will be compensated up to an additional 12% for all hours worked in such assignment. Excludes normal work assignments as part of a daily task.

ARTICLE 11

LAYOFF/RECALL AND SENIORITY ARTICLE

- A. Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered to have seniority, and shall not be considered a regular employee. Vacation is on a first come first serve basis.
- B. An employee's continuous service record (seniority) shall be broken by voluntary resignation, discharge for just cause or retirement. However, if an employee returns to work in any capacity within ninety (90) days the break in continuous service shall be removed from the employee's records, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).
- C. Continuous Service: The following shall not be considered as breaks in continuous service for all personnel actions:
 - 1. Authorized Military leave applicable to Federal and State laws relative to re-employment of Employees entering the Military Forces of the United States.
 - 2. Authorized military leave for any Employee fulfilling his summer training in the National Guard of any military reserve.
 - 3. Authorized leave with pay, which the City deems to be beneficial to the public service.
 - 4. Authorized leave without pay for fifteen (15) working days or less in any calendar year.
 - 5. Authorized leave without pay of more than fifteen (15) working days, which the City deems beneficial to the public service.
 - 6. Authorized leave without pay, which is covered by FMLA.
- D. If the City determines that it is necessary to reduce the work force, the City shall determine whether layoffs shall be implemented on a City-wide basis; or in one or more departments work groups or job classifications. When the scope of the layoff is determined, affected Public Works employees shall be selected for layoff based on job performance as determined by the Public Works Department Head. Where two (02) employees are equally qualified under these factors, the employee with the most time served since the current hire date will be retained.
- E. Part-time, seasonal and probationary employees of the affected department shall be laid off before any regular employees.
- F. Non-probationary employees due to be laid off shall be given written notice of such layoff at least ten (10) calendar days prior to the effective date. A copy of the notice shall be

provided to the Union.

- G. The names of regular employees laid off shall be placed on the reemployment list within the department, which will remain valid for one year. Qualifications, seniority and ability to perform the work shall be the determining factors for returning to work. The City will notify all laid off employees of all City job vacancies for one year.

ARTICLE 12

HOLIDAYS

- A. The following are paid holidays for unit employees:
1. New Year's Day
 2. Martin Luther King Jr.'s Birthday
 3. Presidents Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Nevada Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. The day after Thanksgiving Day
 11. Christmas Day
 12. Any other day that may be designated by the City Council
- B. Any day declared a legal holiday by the President of the United States and/or the Governor of the State of Nevada would be observed in accordance with the presidential or gubernatorial proclamation. The City Council may designate an alternative day in lieu or in addition to one of the above-identified holidays.
- C. If a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. If a holiday falls during an employee's paid leave the Employee shall receive the holiday pay and will not be charged the leave.
- D. Designated holidays are typically non-work days. An Employee who works on a designated holiday will be compensated at one and one-half (1 1/2) times his/her regular rate of pay for the hours worked on the holiday in addition to receiving holiday pay.

- E. A regular full-time employee who works or is on paid status on his/her regularly scheduled work day before and after a designated holiday will be paid for eight (8) hours or ten (10) hours at his/her regular rate of pay for the designated holiday.
- F. An employee whose regular day off falls on a holiday shall receive the employee's straight-time-hourly rate for eight (8) hours.

ARTICLE 13
ANNUAL LEAVE

- A. All regular employees will accrue vacation beginning six (6) months after their date of hire as follows:

Beginning the pay period following completion of	Through the pay period in which the employee completes	Hours accrued bi-monthly (Annual accrual rate)	Maximum hours allowed in vacation account
6 months of employment	5 years of employment	3.333 hours (80 hours)	160 hours
5 years of employment	10 years of employment	5.000 hours (120 hours)	240 hours
10 years of employment	20 years of employment	6.666 hours (160 hours)	320 hours
20 years of employment	On-going	8.333 hours (200 hours)	400 hours

- B. At the end of the first six (6) months of employment, an employee's vacation account will be credited with the equivalent of six months accumulated vacation hours. Vacation is accumulated in an employee's account on a bi-monthly basis. The amount of accrual is based upon years of service. Vacation time is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. It is expected that employees will use their earned vacation annually. However, the maximum vacation hour accrual an employee may carry-over is the equivalent of one (1) year's accrual.
- C. Existing employees whose vacation accrual exceeds the amount stated above by less than 100 hours will be allowed one (1) year to reduce their vacation accrual to the maximum level. Employees whose vacation accrual hours exceed the maximum allowed by more than 100 hours will be provided an additional year to reduce the number of vacation accrual hours.
- D. Use of vacation must be approved in advance by the Department Head. Vacation requests utilizing one week or more of vacation must be submitted to the Department Head a minimum of one (1) week prior to the first day of vacation. Vacation less than one (1) week

may be approved by the Department Head without advance notice. Vacation hours accrued in one pay period cannot be used in the same pay period.

- E. Upon termination of employment, an employee with more than six (6) months of service with the City will be paid for all earned and accrued vacation at the employee's current rate or pay.

ARTICLE 14

SICK LEAVE

- A. The City expects each employee to be available for work on a regular and reliable basis. Attendance and leave use is monitored from this perspective whether or not the employee has accumulated leave balances in his/her sick leave account.

B. Accrual

All regular employees will accrue sick leave at the rate of 3.33 hours on a bi-monthly basis. Unused sick leave will continue to be carried over and added to the employee's unused sick leave balance up to a maximum of seven-hundred & twenty (720) hours. Sick leave accrual will cease when the employee's total accrual reaches seven-hundred & twenty (720) hours.

C. Use of Sick Leave

Sick leave is for use in those situations in which the employee must be absent from work due to:

1. Physical illnesses or injury to the employee.
2. Exposure to contagious diseases or whose attendance is prevented by public health requirements.
3. The need to care for a dependent child, spouse, or parents who reside with all employees or who are dependent upon the employee for support.
4. Medical or dental appointments for the employee provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
5. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or any other medical condition.

- D. No employee will be entitled to sick leave because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

- E. Any employee who is ill or unable to report to work for any reason will notify his/her immediate Department Head no later than thirty (30) minutes prior to the employee's normal work reporting time. In the event of a continuing illness, the employee will continue to notify his/her immediate Department Head of his/her ability to report to work on a daily basis or at appropriate times agreed on by the Department Head.
- F. The City may require an employee to provide a medical doctor's statement certifying the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The statement will also certify the employee's fitness for return to work. A medical doctor's statement is required only when specifically requested by the Department Head and may be requested prior to allowing the employee to return to work.
- G. Employees who report sick will be at their place of residence, a medical facility, their doctor's office or will notify their Department Head of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or such other activity when an employee is on sick leave is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action.
- H. Sick Leave Approval for absences due to planned treatment and doctor appointments, a "Leave Request" form shall be submitted before the absence. For unplanned absences, an employee shall complete a "Leave Request" form immediately upon return to work. The Department Head shall determine whether to approve use of accrued sick leave. Such approval shall be granted whenever such leave can reasonably be found to be allowed by this policy.
- I. Sick Leave at Separation
 - 1. After five (5) years of service, if an eligible employee terminates his/her employment with the City due to resignation, retirement, or disability, the employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in his/her sick leave account. Employees will be paid up to two-hundred (200) hours of unused sick leave at the rate of his/her regular rate of pay, based on the amount of unused sick leave remaining in his/her sick leave account.
 - 2. If the separation is due to the death of the employee, the compensation due will be paid at 100% of the regular pay rate to the beneficiaries designated by the employee.
- J. Donation of Sick Leave

- a. The parties have agreed to the language in City Personnel Policy 5.4

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

- A. The City may grant leaves of absence without pay for up to six (6) months for exceptional circumstances and conditions, such as education or prolonged illness, when the approving authority determines that the granting of such leave is consistent with the interests of the City. The City may require a physician's records or other appropriate type of verification to substantiate a need for a leave of absence without pay.
- B. Leaves of absence without pay are granted at the discretion of the City Council. Leaves of absence without pay may be granted when, in the judgment of the granting Department Head and approval of the Personnel Officer, the work of the office or department will not be impeded by the employee's absence. Such leave may be extended for an additional period of up to six (6) months by the City Council.
- C. Granting of a leave of absence without pay does not guarantee immediate reinstatement to paid status. An employee who does not return from a leave of absence without pay on the first workday following the end of the leave will be considered to have resigned from the City.
- D. All unpaid leaves of absence in excess of fifteen (15) days will not be counted or considered as service time for purposes of computing seniority, an employee's vacation or sick leave, or any other City paid benefit such as retirement benefits. When an employee is on unpaid leave for more than one-half of his/her regularly scheduled work hours in any month, the City will not contribute toward the cost of insurance benefits. An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of fifteen (15) days during any twelve-month period, except in the case of military leave.

ARTICLE 16

COURT LEAVE

- A. Employees will notify their Department Head of the need for court leave as soon as the employee knows the need of the leave. Subject to the conditions noted below, regular full-

time employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding will receive their regular pay for their normal work hours spent in court or in travel to and from the court appearance.

- B. Compensation: An employee will not receive pay for that amount of work time missed if he/she is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the City, unless the employee chooses to use his/her vacation hours.
- C. Upon completion of jury/court witness service, regular full-time employees will forward any compensation received from the court or other party served to the City Clerk's Office. Employees may keep reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging, unless the City has reimbursed the employee for such expenses or the City paid the expenses for the employee.
- D. An employee who is not required to report to court until the middle of his/her work schedule or is released from court/jury duty before the end of his/her work schedule will report to work for the hours which are not required for court duty or directly related to travel time.

ARTICLE 17

BEREAVEMENT LEAVE

- A. A regular, full-time or part-time employee who must be absent from work to attend the funeral of a family member shall be allowed to the following leave:
 - 1. First consanguinity or affinity shall relate to parent, spouse, child, brother or sister. A maximum of forty (40) hours may be used per each occurrence. Bereavement leave longer than forty (40) hours may be charged to accumulated sick leave, up to a maximum of sixteen (16) additional hours, with the advance approval of the Department Head. (Appendix A is a chart, which defines the degree of consanguinity and affinity.)
 - 2. Second consanguinity or affinity shall relate to grandparent, grandchild, parent-in-law, and son/daughter-in-law.
 - 3. Third consanguinity or affinity shall relate to great grandparent, great grandchild, uncle/aunt, nephew/niece, grandparent-in-law, grandchild-in-law, brother/sister-in-law.
 - 4. Fourth consanguinity or affinity shall relate to great grandparent, grand nephew/niece, great grandchild-in-law, uncle/aunt-in-law, nephew/niece-in-law or first cousin-in-law.
 - 5. A maximum of twenty-four (24) hours of bereavement leave may be used per each occurrence on the 2nd, 3rd, and 4th consanguinity or affinity. Bereavement leave longer than

twenty-four (24) hours may be charged to accumulated sick leave, up to a maximum of sixteen (16) additional hours, with the advance approval of the Department Head.

ARTICLE 18

MILITARY LEAVE

- A. Military leave will be provided in accordance with applicable law. The City will comply with all applicable Federal and State laws relative to re-employment of Employees entering the Military Forces of the United States.

ARTICLE 19

WORKERS' COMPENSATION

- A. Employees are insured under the provisions of the State Workers' Compensation Act for injuries received while at work for the City. Employees are required to report all on the job accidents, injuries or illnesses to their immediate supervisor as soon as reasonably possible or within twenty-four (24) hours of the accident, injury or illness. Employees must also fill out all necessary incident paperwork as soon as possible or following any medical treatment.
- B. The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:
 - 1. When an employee is eligible at the same time for benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS and for any sick leave benefit, s/he may, by giving notice to the Department Head, elect to continue to receive his/her normal salary instead of the benefits under those chapters until his/her accrued sick leave time is exhausted. The City will notify the Workers' Compensation Administrator of the election. The City will continue to pay the employee his/her normal salary but charge against the employee's accrued sick leave time as taken during the pay period an amount which represents the difference between his/her normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under chapters 616A to 616D, inclusive, or 617 of the NRS for that pay period.
 - 2. When the employee's accrued sick leave time is exhausted, payment of his/her normal salary under subsection 1 must be discontinued and the City will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.

3. An employee who declines to make the election provided in subsection 1 may use all or any part of the sick leave benefit normally payable to him/her while directly receiving benefits for temporary total disability under chapters 616A to 616D, inclusive, or 617 of the NRS, but the amount of sick leave benefit paid to the employee for any pay period must not exceed the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those chapters for that pay period.
4. If the amount of the employee's sick leave benefit is reduced, pursuant to subsection 3 above, by the amount normally payable, the amount of sick leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
5. An employee may decline to use any part of the sick leave benefit normally payable to him/her while receiving benefits under chapters 616A to 616D, inclusive, or 617 of the NRS. During that period of time the employee will be considered on leave of absence without pay.

ARTICLE 20

HEALTH AND WELFARE AND EMPLOYEE ASSISTANCE PROGRAM

A. Group Insurance.

1. All full-time employees, after a thirty (30) day waiting period from the first day of their employment, may enroll in the City's group health, dental, life, and vision insurance plan(s).
2. City Employee Share of Premium.
 - a. The City shall pay 100% of the cost of the premium for group health, dental, life, and vision insurance for City Council approved medical plan covering the employee for the period of this Agreement.
 - b. To the extent provided by law, the employee shall have the option of converting the health, dental, life, and vision insurance coverage at the time of his/her separation from employment with the City at their cost.(COBRA)
 - c. Insurance Off-set – The parties have agreed to the language in City Personnel Policy Section6.62.
 - d. **The employees will be notified in advance of any proposed changes to the plan that are being brought to the City Council.**
3. Life Insurance Coverage. Employees are covered by a policy in the amount of \$10,000 dollars. Optional life insurance is available on an employee contribution basis.

4. Deferred Compensation. Employees may defer a portion of their taxable income by participating in a deferred compensation plan offered through the City. Initial enrollment may be made at any time during the year for earnings beginning the first of the following month. Changes in contribution are governed by the terms and conditions of the particular plan. Only income earned after the effective date of initial or increased participation can be deferred. Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. However, in the event of an unforeseeable emergency, the portion of the account needed to pay for the emergency may be withdrawn. The IRS defines the conditions and requires employer approval of early withdrawal on a hardship basis. The Personnel Officer must review and approve all requests for early withdrawal. Denied requests may be appealed to the City Council.

ARTICLE 21

RETIREMENT

- A. All employees covered by this Agreement shall participate in the Public Employees Retirement System ("PERS") of the State of Nevada in accordance with the rules of that system as set forth in NRS Chapter 286 and following.

ARTICLE 22

BUSINESS EXPENSES

- A. When employees are required to travel on official business, the City will pay amounts for transportation, meals, and lodging as provided by City policy.

ARTICLE 23

SAFETY AND HEALTH

- A. The right way to do any job is the safe way. Employees are expected to prevent accidents by observing the accident prevention program. Employees do this by:
 1. Following the recommended practices as set forth by the manufacturer of any equipment used. Employees who have not been properly trained or do not understand how to use a piece of equipment should immediately notify their supervisor prior to using the equipment.
 2. Obeying all rules, governmental regulations, signs, markings, and instructions.
 3. Reporting all accidents, even minor ones.

4. Not removing, displacing, damaging, destroying, or carrying off any safety device or safeguard provided for employee use.
5. Not interfering with the use of any method or process adopted for employee safety.
6. Complying with Occupational Safety Rules and Health Standards.
7. Reporting immediately any condition or practice believed to be unsafe.
8. Wearing the appropriate OSHA required Personal Protective Equipment (PPE) provided. OSHA required Personal Protective Equipment shall be provided by the City at no cost to the employee except for safety shoes. Employees who believe they have not been provided with the appropriate PEP should notify their supervisor.
9. Using all prescribed safety equipment when required and maintaining that equipment in good working condition.
10. Not operating equipment, which is not in a safe condition.
11. Always using the right tools and equipment for the job.
12. Lifting objects safely by bending knees and keeping back as straight as possible.
13. Practicing good housekeeping by returning all tools, equipment, material, etc. to their proper places.
14. Not participating in horseplay. Employees should avoid distracting others and be courteous to others.
15. See the City's Personnel & Policy Manual Section 2.8. NOTE: Personal vehicles will not be searched without the employee present.
16. Being sure all seat belts are fastened and all traffic laws are obeyed when driving a City vehicle.
17. Attending all departmental safety meetings.
18. Watching the bulletin board for safety notices.
19. The accident prevention program was developed for one reason: to protect employees from workplace injuries. Employees found to be in violation of any of the above may be disciplined, up to and including termination of employment.

ARTICLE 24

NOTICE OF SHIFT CHANGE

- A. The City shall have the right to institute temporary shift changes to accommodate reasonable operating requirements of the City, including flexible scheduling and seasonal operations. Employees shall be given no less than ten (10) calendar days notice for any temporary shift

change. A temporary shift change shall be no longer than sixty (60) days.

- B. An employee's shift shall not be changed to avoid the payment of overtime.

ARTICLE 25

NEW JOB CLASSIFICATION PROBATIONARY PERIOD

- A. All City employees who are promoted or transfer to another job classification shall be required to serve a one-hundred & eighty (180) day probationary period.

ARTICLE 26

SCOPE OF AGREEMENT AND SAVINGS CLAUSE

- A. This Agreement is the entire Agreement of the parties, other than those portions of public employment agreements that are expressly provided for or excluded by State Statute or the Carlin City Municipal Code, and terminates all prior arrangements and practices and concluding all negotiations, except as provided in paragraph B below, during the term of this Agreement.
- B. This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.
- C. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

ARTICLE 27

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of July 2013, and shall remain in full force and effect until the 30th day of June 2014, with an opener for wage negotiations before FY 14-15. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, pursuant to NRS 288.180 that it desires to modify and/or terminate the Agreement.
- B. Either party wishing to modify and/or terminate this Agreement shall notify the other party, in writing on or before June 30, 2013.

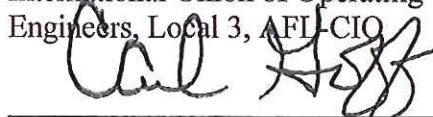
IN WITNESS WHEREOF, the City of Carlin and the Union have caused this Agreement to be duly executed by their authorized representatives on this ____ day of _____, 2014.

City of Carlin

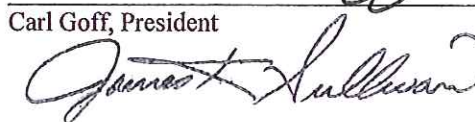


Mayor, Cliff Eklund

International Union of Operating
Engineers, Local 3, AFL-CIO



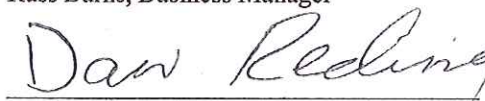
Carl Goff, President



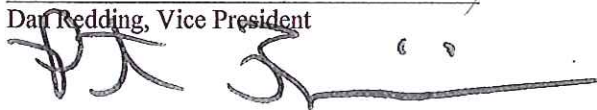
Jim Sullivan, Recording-Corresp. Secty.



Russ Burns, Business Manager



Dan Redding, Vice President



Pete Figueiredo, Financial Secretary



Rick Davis, Public Employee Dir.

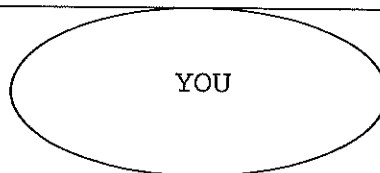
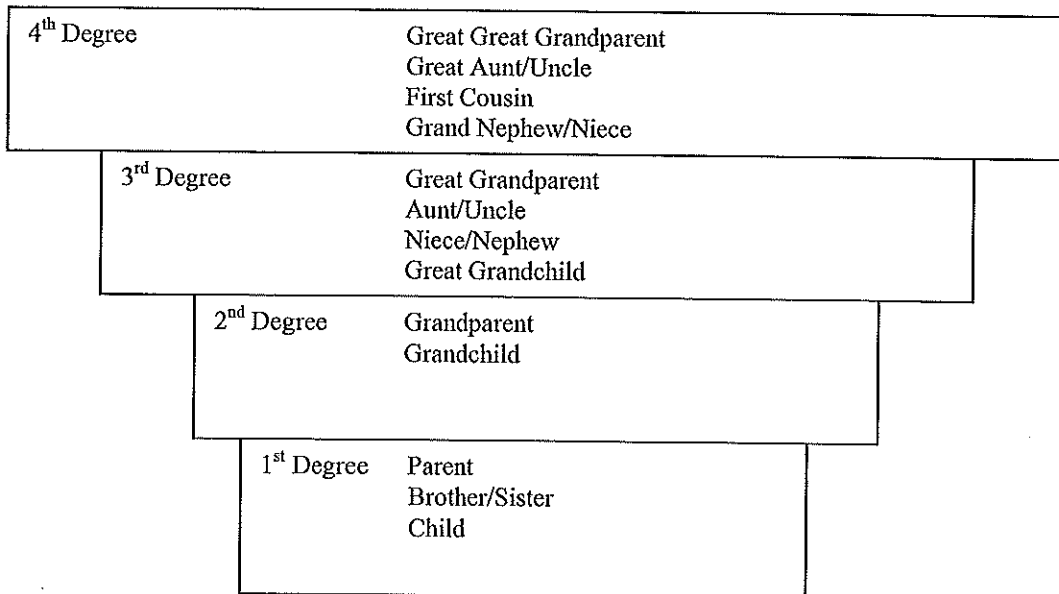


Scott Fullerton, Business Representative

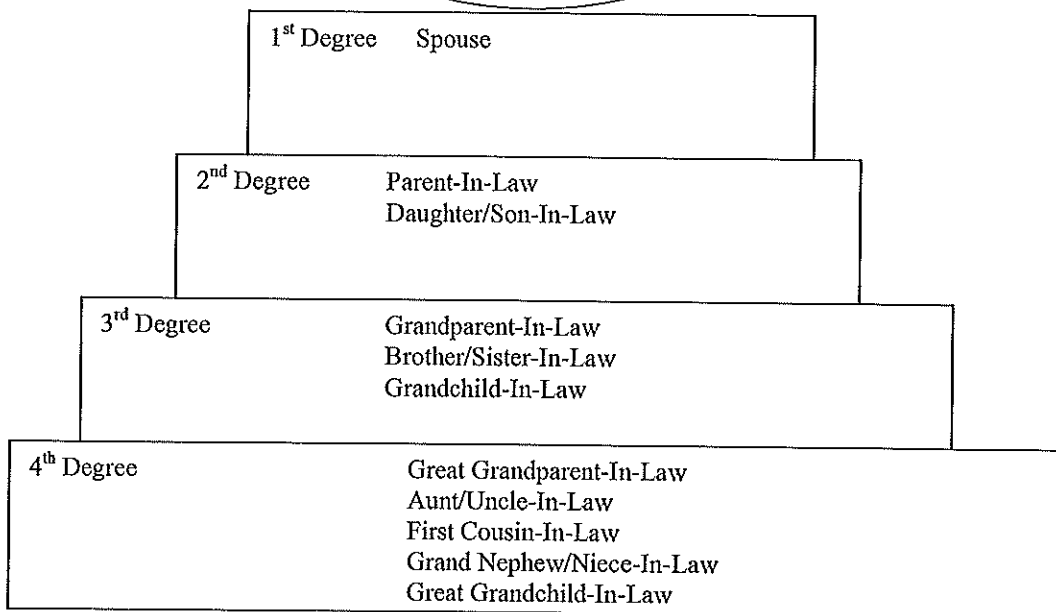
APPENDIX A

CONSAGUINITY / AFFINITY CHART

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Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

APPENDIX B
Effective July 1, 2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Grade 15	13.1525	13.4154	13.6837	13.9576	14.2365	14.6634	15.1037	15.5564	16.0233	16.5039	16.9994	17.5093	18.0346
Grade 18	15.2255	15.5300	15.8407	16.1576	16.4802	16.9751	17.4845	18.0089	18.5496	19.1057	19.6789	20.2694	20.8776
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	
Grade 15	18.5759	19.1327	19.70.69	20.2979	21.1094	21.9543	22.8323	23.7456	24.6954	25.6832	26.7106	27.7790	
Grade 18	21.5035	22.1482	22.8128	23.4972	24.4371	25.4148	26.4317	27.4889	28.5885	29.7320	30.9213	32.1582	

Across the board for all Steps
Negotiated 0.0% Wage Increase

0.0% increase negotiated in light of City's 6.5% increase in FY 12-13

Steps 1 thru 5 – 2% Differential
Steps 6 thru 17 – 3% Differential
Steps 18 thru 25 – 4% Differential

Step increases occur annually on anniversary date pursuant to Article 9.2.b & c of this agreement.